

CLARKE KNIVES

TERMS, CONDITIONS AND LIMIT OF LIABILITY

DEFINITIONS

Client – The buyer purchasing services from Graham Clarke trading as Clarke Knives

Seller – Graham Clarke trading as Clarke Knives

Heat Treatment – Any thermal process, including but not limited to, hardening, tempering, normalising, annealing, cryogenic cooling (cryo), stress relieving etc applied to Goods sent to Clarke Knives

Goods – Metallic items (eg blades, axe heads, swords, daggers etc) sent to the Seller for Heat Treatment

Batch – A batch of blades are multiple blades, all being of the same material specification and thickness, that are required to be heat treated to the same specification. The blades do not have to be the same shape or size save where they fall into different price categories based upon their length.

Distortion – The movement, including but not limited to, bending, cracking, twisting, warping etc to Goods during Heat Treatment

Hardness Testing – Testing the effectiveness of Heat Treatment using the Rockwell method. Any Rockwell scale applies.

GENERAL

Goods submitted by post or courier will normally be returned by Royal Mail 1st Class Signed For post unless specified otherwise by the Client. The Client accepts that any compensation is limited to that offered as standard (if any) by the postal/courier service unless additional insurance is requested and paid for by the Client

HEAT TREATMENT

PREPARATION

All surfaces should be prepared to a surface finish of #80 grit or finer except edges which must be prepared to a finish on #150 grit or finer with grind lines running longitudinally. The seller accepts that this is not always possible, eg when leaving a forged or textured surface finish on a blade, and the Client accepts liability for any distortion or other fault originating from such an area not prepared as above.

BATCHES

Batches of blades (see definition above) qualify for quantity discounts. The seller may, at his discretion, treat batches of different material specifications, received from the same client, together as one batch where he feels it is acceptable to do so and such batches will be aggregated to qualify for quantity discounts.

NORMALISATION OF FORGED GOODS

Please understand that ALL goods sent that have been forged must be normalised prior to heat treatment. This is not optional, and the Seller will not agree to accept the Client's assurance that the Goods were normalised when forged.

Multiple normalisation cycles, as often practiced after forging, only serve to modify the crystal shape of the steel. It is the temperature of the final normalising cycle that controls the crystal size and if this is not correct the subsequent hardening cycle will not realise optimal results.

Normalisation is chargeable and is the reason for the surcharge applied to forged blades. Clients who declare that Goods have not been forged (whether knowingly or not) must pay the full value of any subsequent Heat Treatment Services required to rectify such goods that do not harden correctly. Such rectification charges must be agreed in writing prior to the commencing of rectification otherwise blades will be returned without rectification.

DISTORTION

Vlakvark Forge Services has developed a hybrid hardening system that normally controls distortion to 0.2mm/100mm of blade length max whilst still developing full hardness. However, this limit of distortion is not guaranteed. These distortion limits also do not apply to non-quenched processes such as normalising, annealing, tempering etc. or quench processes where the blade cannot be press quenched (eg – a Hamon service).

These distortion limits also DO NOT apply to blades that have bevels ground on them as I cannot press quench a tapered piece of steel.

However, distortion existing in a blade received for hardening, or one that has been forged and distorts during normalisation, or a blade having internal stresses and distorts during heating to the hardening temperature, will normally straighten when hardened to within the above limits but that this is not guaranteed.

The Seller accepts no liability for the distortion of thin sections that have been machined or ground to less than the thickness of the main body of the blade. The buyer accepts that the likelihood of the distorting of cutting edges increases markedly for cutting edges ground to less than 1mm thick prior to heat treatment and to tapered tangs ground before heat treatment.

All multi-component materials (eg San Mai, Pattern Welded Steel, Damascus etc) are exempted from the above paragraphs on distortion.

It must also be noted that laminates with soft, non-hardenable cladding (eg San Mai) suffer from a propensity to crack along the centreline of the core (not a delamination of the layers) on hardening. Whilst it is easy to explain (metallurgically) why this happens it is not predictable or preventable. The seller accepts no responsibility any occurrence for this type of cracking.

TESTING

Rockwell Testing using the Rockwell C scale will be carried out on a representative sample if each batch unless the Client specifically dictates otherwise in the Services Request Information Sheet. Occasionally, small or medium size batches (<10) may be batched with items from other clients and evidence of testing may not be evident on any blades in a clients batch.

Where the Seller deems that the Goods may be of insufficient size to safely withstand a Rockwell C scale test a Rockwell A scale test will be applied and the results converted to C scale with a Rockwell conversion chart.

MINIMUM CHARGE

The minimum charge as specified in the Price List applies to each shipment order as received from a client and is only applied if the aggregate charge for all batches in that order is less than said minimum charge. It is not applied to each batch.

LIABILITY

A Client who purchases Heat Treatment Services from the Seller should understand that despite employing all scientific methods known to the Seller that hazards still remain in the Heat Treatment process. The Buyer, by signing the Heat Treatment Request Information Sheet, agrees that the Seller's liability is limited to 3 (three) times the value of the services rendered (excluding minimum charges) for the Goods in question against any failure of the Goods during any part of the Heat Treatment Process, including subsequent cleaning and testing.

Note of this liability must be understood when considering the material value of the Goods as well as any further added value in bringing the material to the Heat Treatment Stage of manufacture.

No other level of Liability will be accepted by the Seller unless agreed to in writing prior to the commencement of any Heat Treatment Services.

The Seller accepts no liability whatsoever for any cracking originating from or passing through any surface imperfection such as but not limited to forging marks, centre marks, filework etc

The Seller accepts no liability for any fault as may be perceived by the Client, including but not limited to distortion, cracking, hardness level etc, in any blade that has undergone any processing whatsoever including but not limited to machining, straightening, grinding, application of any form of surface treatment etc

The Client, by signing the Heat Treatment Request Information Sheet and thus contracting to use Vlakvark Forge Services, agrees to accept the limit of liability as expressed in this document, to the exclusion of all and any other provisions of a limit of liability as maybe set forth elsewhere. Should the client propose that an alternative limit of liability be applied to any order this must be agreed in writing, on an order by order basis, and signed by an authorised signatory of Clarke Heat Treatment Services

ACCEPTANCE

A Heat Treatment Request Information Sheet must be completed and signed for each and every batch of goods. By signing a Heat Treatment Request Information Sheet the client accepts all terms, conditions and limits of liability as defined in this document.